

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 4 March 2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US ARMY CORPS OF ENGINEERS, OMAHA DISTRICT CONTRACTING DIVISION/MR. MICHELSON 106 S 15Th. STREET FEDERAL BLDG. OMAHA, NE 68102-1618				(✓)		9A. AMENDMENT OF SOLICITATION NO. DACA45-03-R-0006	
				✗		9B. DATED (SEE ITEM 11) 28 January 2003	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subject solicitation for Environmental Remediation Services (ERS) is hereby amended as follows:

1. Sections B,C,J (Atch 2), L and M are hereby deleted in their entirety and replaced with the attached revised Sections B,C,J (Attachment 2), L and M. Changes per this Amendment 2 are highlighted in red.
2. Solicitation Closing Date remains at 2 April 2003/ 3:30 P.M Local Time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.-Dated), and 10, (Modification of Contract/Order No.-Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
Net increase \$.....

(2) Accounting classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$.....
- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Section B - Supplies or Services & Prices/Costs

1. Contract Definition.

Contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Environmental Remediation Services under NAICS Code 562910, in support of the US Army Corps of Engineers (USACE). The contract will have the capability to support work in the military geographical boundaries of the Northwestern, South Atlantic (Including Puerto Rico), Southwestern Divisions and all other existing Omaha District customers. See map for Contract Regions, Section J, Attachment 1. The contract awarded will include cost reimbursable and firm-fixed price task orders, where appropriate, for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Ordnance and Explosive (OE) sites.

2. Total Amount of Contract.

The total amount of the contract awarded under this solicitation shall not exceed \$75,000,000. There is no limit of the number of Task Orders or their dollar value that may be executed against this contract. All Task Orders issued shall not exceed the total contract amount.

3. Minimum Contract Amount.

Contract awarded under this solicitation shall have a minimum amount of \$500,000. The minimum may be met with the obligation of a task order(s) meeting or exceeding the minimum amount at the time of contract award.

4. Performance Time.

The contract will have a performance period of FIVE years or until the \$75,000,000 contract limit is reached, whichever occurs first. Periods will be as follows:

Year 1 - Contract Award thru 30 September 2004
Year 2 - 1 October 2004 thru 30 September 2005
Year 3 - 1 October 2005 thru 30 September 2006
Year 4 - 1 October 2006 thru 30 September 2007
Year 5 - 1 October 2007 thru *

- Total years Not to Exceed FIVE years from Date of Contract Award.

5. Pricing

5.1. Firm Fixed Price Task Orders.

Firm Fixed Price task orders will be for services performed at prices expressly provided for therein and based on Section B. Firm Fixed Price task orders may be subject to audit at the discretion of the applicable Contracting Officer. Profit will be negotiated on individual task orders issued. Amounts to be paid to the contractor for each firm fixed price task order shall be based on hourly rates for the labor disciplines as stated in Table 5.1.1 and markup rates as indicated in paragraph 5.1.3 for other direct cost.

If a discipline is not listed in the tables and is needed for a specific task order, that labor rate will be negotiated with the offeror before award of the specific task order. All total hourly rates indicated in

Table 5.1.1 of this Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes), FCCOM, or other costs and shall be exclusive of any Fee/Profit.

The offeror shall fill out only one Table 5.1.1. It shall show the rates of the offeror and all subcontractors. The offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB)" after the title of the subcontracted personnel. For example, ~~UXO-Engineering~~ Technician ~~III~~-(SUB). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the table as well to show the mark-up on those labor categories.

If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

5.1.1 HOURLY LABOR RATES (FIRM FIXED PRICE):

ITEM	DISCIPLINE	BASE HOURLY RATE	**EST ANNUAL HOURS	FULLY LOADED HRLY RATE Year 1	FULLY LOADED HRLY RATE Year 2	FULLY LOADED HRLY RATE Year 3	FULLY LOADED HRLY RATE Year 4	FULLY LOADED HRLY RATE Year 5	FULLY LOADED TOTAL Year 5	TOTAL
000101	Program Manager		720 144							
000102	Project Manager		4320							
000103	Engineer I		1440							
000104	Engineer II		5760							
000105	Engineer III		720							
000106	Scientist I		1440							
000107	Scientist II		6120							
000108	Scientist III		470							
000109	Site Safety and Health Officer		1200							
000110	Regulatory Specialist		432							
000111	Quality Control Supervisor		576							
000112	Site Superintendent/On-Site Supervisor		1800							
000113	Certified Health Physicist		198							
000114	Risk Assessor/Toxicologist		720							
000115	Certified Ind. Hygienist		432							
000116	Estimator		288							
000117	Hazardous Waste Spec.		228							
000118	Engineering Technician		2160							
000119	Laborer	-	2160	-	-	-	-	-	-	
000120	CADD Operator		1298							
000121	Word Processor		576							
002122	Clerical		432							
000123	Data Processor		1320							
000124	Architect	-	228	-	-	-	-	-	-	
000125	Specification Writer		198							
000126	Community Relation Spec.		1200							
000127	Environ Legal Counsel		360							
000128	Senior Contracts Manager		576							

5.1.2. Rates/Markups (Included in the Hourly Labor Rates Shown in ~~Para-Table~~ 5.1.1 shown above:

	Year 1	Year 2	Year 3	Year 4	Year 5
Overhead Rate:	_____ %				
G&A Rate:	_____ %				
FCCOM (If Applicable)	_____ %				
Annual Escalation:		_____ %	_____ %	_____ %	_____ %

5.1.3. The following items shall be paid at negotiated cost, plus markups identified below:

- | | |
|---|---------|
| 5.1.3.1. Specialized equipment and/or material. | _____ % |
| 5.1.3.2. Rental equipment. | _____ % |
| 5.1.3.3. In-house copying/reproduction/copying service. | _____ % |
| 5.1.3.4. Other Direct Costs including, but not limited to, long distance telephone, shipping, mailing, computer usage, and miscellaneous supplies/items. | _____ % |
| 5.1.3.5. Subcontract effort. | _____ % |
| 5.1.3.6. Travel. | _____ % |

5.2. Cost Reimbursement:

Cost Reimbursement type task orders will be for allowable incurred costs for best effort on the part of the contractor. For Cost Reimbursement type task orders, the contractor will use DCAA approved forward pricing rates or CPA audited financial statements establishing cost pools in accordance with FAR Part 31 for year 1 for Overhead, G&A, and other indirect costs. In addition, the contractor will provide a cap for Overhead, G&A and other indirect cost for years 1, 2 and 3, which will be incorporated into a Contract Management Procedure as shown below. The contractor will submit a new DCAA audit to establish new Forward Pricing Rates and New Caps for years 4 and 5. The contractor shall also demonstrate an ability to support cost reimbursement task orders (i.e., an acceptable cost tracking system and adequate purchasing system.)

Year 1, 2, and 3 Caps.

- Total overhead components (fringes, benefits, overhead, and G&A) will be capped at _____ % of [] total cost or [] direct labor costs. (Check appropriate box).
- A ceiling for G&A for Other Direct Costs (ODCs) is _____ %. This includes all other markups other than Facilities Capital Cost of Money (FCCOM).

6. Department of Labor Wage Rates. Applicable Department of Labor Wage Rates and Statement of Equivalent Rates for Federal Hire will be included in individual task orders.

7. Travel.

Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

Section C – Description/Specs/Work Statement

1. Contract Procurement Objectives and Overview -

The contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for various Environmental Remediation Services and Ordnance Explosive Services, in support of the US Army Corps of Engineers, within the geographical boundaries of the contract according to Contract Definitions in Section B. The contract awarded will include both cost-reimbursable and firm-fixed price features for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Ordnance and Explosive (OE sites).

Project specific task orders will be issued under the basic contract. The USACE Contracting Officer or Project Manager will provide the Contractor with any site-specific information in the USACE's possession upon issuance of each task order. Information provided by USACE on any site will be dependent on the current status of the site. Each task order will define the performance requirements of the contractor. Task orders may include, but will not be limited to any combination of the following:

Work plans; studies with associated reports; multiple phases of field investigations; RCRA Facility Investigation (RFI); monitoring well installation and sampling; short and long term monitoring; compliance support; data management; data interpretation; management of investigative derived waste; environmental and human health risk assessments; well abandonment; meetings; public meeting participation; hydrological and soil studies; project reports; engineering support and/or design, including Operations and Maintenance for HTRW sites; Ordnance Explosive (OE) removal design and execution at OE sites; remedial action plans; remedial action; site closeout/decision documents; future project programming and scheduling support.

Work will generally fall under task orders using performance-based statements of work. A performance based statement of work structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It is written to ensure that contractors are given the freedom to determine how to meet the Government's performance objectives and provides for payment only when the results meet or exceed these objectives. It maximizes contractor control of work processes and allows for innovation in approaching various work requirements. Performance based SOWs emphasize performance that can be contractually defined so that the results of the contractor's effort can be measured in terms of technical and quality achievement, schedule progress, or cost performance. The goal of Performance Based Contracting (PBC) is to:

- a. Save money by reducing contract costs from elimination of unnecessary effort, through innovation by the contractor, and also by reducing Government surveillance.
- b. Enable Government to shift its emphasis from processes to results.
- c. Hold contractors accountable for the end results.
- d. Ensure that contractors are given the freedom to determine how to meet Government's performance objectives.

The description of work stated herein provides a general understanding of the Contractor functions to be performed; individual task orders will contain the specific performance based requirements. Technical requirements described herein in no way limit the activities that may be required under the terms of this contract.

Exclusive of the program ~~and/or project~~ management, uxo safety officer and uxo quality control specialist functions, the Contractor may utilize subcontractors or consultants identified in the accepted proposal or subsequently approved by the USACE Contracting Officer to perform any of the functions required within the specific task orders.

Task orders issued under this Contract may be Firm-Fixed Price or Cost-Reimbursable incorporating Service (Contract Act) or Davis-Bacon Act wages, as applicable, depending on the type of project in each individual task order.

The Contractor shall be responsible for acquiring the latest version of applicable regulatory or agency guidance, including but not limited to the referenced documents cited in Section C of this Solicitation and/or subsequent task orders issued after award of the Contract, unless otherwise specified.

Contract requirements outlined in Section C incorporated into each task order unless stated otherwise in the Scope of Work for an individual order.

2. Contract Requirements -

The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, facilities and equipment and perform all work identified in each individual task order. The Contractor may be required to perform work under multiple task orders at different sites simultaneously. The Contractor shall be cognizant of all appropriate laws, regulations, and guidance. The Contractor shall ensure that all work activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR) by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations. Any conflicts between laws/regulations and contract/task order requirements shall be brought to the attention of the CO and/or COR.

2.1. Work Plan -

For each task order, the Contractor is required to submit an HTRW and/or OE Work Plan (WP) as appropriate. The WP basically describes the Contractor's activities as outlined in the task order. For task orders involving OE, the format for the work plan shall be in accordance with either Data Item Description (DID) OE-005-1, Type II Work Plan or DID OE-001 Type I Work Plan. The data item descriptions may be found at:

<http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html> The WP shall contain (when relevant), but not be limited to the following:

Description of available data and contaminant characterization ~~or suspected~~ ordnance;

Statement of the work to be accomplished including a statement of Data Quality Objective(s);

Discussion on implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations;

A schedule that presents the requirements to complete any required field work and key project milestones;

Permits, licenses, and certificates, identification number, and location of the disposal facility (IDW decision tree), if necessary;

Key personnel to be used on the project along with their roles and responsibilities;

Site-specific assumptions and clarifications;

Site control measures; and

Logs, reports, and record keeping to be utilized.

The draft WP will be reviewed and commented on by the Government. The Contractor shall submit a Final WP within five (5) working days of receipt of the Government's comments. The WP shall be modified to address and incorporate the Government's comments and concerns, as appropriate. The plan will be reviewed and accepted by the USACE Project Manager or returned to the Contractor, with comments, for further revision prior to field mobilization. Acceptance of the Contractor's WP by the Government is required prior to any field mobilization. Acceptance is conditional and will be predicated on satisfactory performance during field activities. Deviations or proposed changes to the approved Work Plan must be submitted to the USACE Project Manager for review, comment, and approval. The Government reserves the right to require the Contractor to make changes in his WP and operations as necessary. During execution of the task order the Contractor shall follow the approved WP.

2.2. Investigation and Field Studies – Both On-Site and Off-Site Work -

The Contractor shall perform all planning, fieldwork, analysis and preparation of any reports as specified in the task orders. The investigative services to be provided generally consist of, but are not limited to, performing investigations to determine the contaminant(s) and/or OE source(s), geology and groundwater conditions, contaminant concentration, contaminant migration, and geotechnical characteristics as well as any other related tasks. The data collection requirements shall be established in the task orders and be usable for preparation of a remedial investigation, feasibility study, remedy selection and/or development of a remedial design and/or implementation of the response action(s) and OE investigation, evaluation, and response including final disposal. Investigation may or may not be performed in conjunction with the response action, depending on the individual task order. Work may include risk assessments, fate and transport, groundwater modeling or other techniques to determine the potential risks to human health and the environment. The Contractor shall prepare associated reports as described in each individual task order. The Contractor shall have the capability and experience to provide a wide range of investigative and response services required for remediation/responses at HTRW and OE sites including, but not limited to:

Site characterization and evaluation; (HTRW)

Identification of action levels for regulated hazardous wastes or substances resulting from review of federal, state, and local laws, regulations, or guidance, or developed through risk assessments. This shall also include coordination with appropriate regulatory agencies; (HTRW)

Public Health Evaluations and National Environmental Policy Act documentation as required for proposed site remediation techniques and alternatives; (HTRW)

Survey and Mapping, Geographic Information System (GIS), remote sensing; (HTRW & OE)

Boring for soil sampling, testing (field and/or laboratory) or other geotechnical analysis (either on- or off-site); (HTRW & OE)

Drilling, installation and development of groundwater monitoring wells, production wells, extraction wells, piezometers or other instrumentation; (HTRW & OE)

Conducting surface or down hole geophysical surveys; (HTRW & OE)

Conducting hydrogeological field-testing and performing analyses and data interpretation; (HTRW & OE)

Conducting unexploded ordnance procedures, survey, location, access, recovery, and final disposal as required; (OE)

Sampling and sample handling techniques for chemical and geotechnical characteristics including data management and data interpretation; (HTRW)

Short and Long Term Monitoring; (HTRW)

Evaluation of available response actions and recommendation of the most environmentally sound and cost-effective alternatives; (HTRW & OE)

Expert Testimony; (HTRW & OE)

Participation in community education, public involvement, or public affairs activities; (HTRW & OE)

Chemical analysis (both on-site and off-site) of all media for a wide variety of organic and inorganic parameters including, but not limited to: (HTRW & OE)

a) Hazardous and radioactive wastes; (HTRW)

b) Explosives; (HTRW & OE)

c) Other chemical, physical, and composite testing; (HTRW)

d) Characterization and screening for waste-bulking compatibility; (HTRW)

e) Transportation and disposal; and (HTRW & OE)

f) Conventional water and waste water quality parameters. (HTRW)

ANALYTICAL TESTING. The Government requires the contractor to use the Department of Defense Quality Systems Manual for Environmental Laboratories, Final Version 2 (DOD QSM). The DOD QSM is available at: www.denix.osd.mil, under announcements. ~~National Environmental Laboratory Accreditation Program (NELAP) certification and~~ USACE laboratory validation ~~are base is required requirements~~ for any laboratory performing chemical analysis. The ~~determination recommendation foref~~ acceptability of ~~thea~~ laboratory will be at the discretion of the USACE Project Chemist. If the laboratory fails to meet the project specific requirements at any time, the

USACE Project Chemist may request use of the laboratory be discontinued and analytical services be procured from a laboratory which can meet project specific requirements.

Laboratory services on soils, waters, sludges, solids, paints and wipes anticipated under this contract include, but are not limited to, Inorganic Metal analyses, Organic analyses for VOCs, SVOCs, PAHs; Explosives; and Anion Testing. The proposals shall identify the prime laboratory and secondary laboratory (ies) to be used for this type of contract work.

ERPIMS. CENWO has adopted the ERPIMS electronic data requirements as the operative policy for all Air Force and Formerly Used Defense Sites (FUDS) projects. The contractor shall establish a strategy that will devote the necessary resources to the task of electronic data management. This proposed strategy shall be stated in detail in the QAPP. The Contractor shall submit a cost proposal for the ERPIMS requirements in a detailed task-by-task format. Data management activities that are part of the creation of a specific deliverable shall be included in that section of the cost proposal. This proposal will include the disciplines involved and the number of hours for each. The Contractor will designate an Electronic Data Management Point-of-Contact (EDM POC) for this task. The EDM POC must be accessible via E-mail.

The Contractor must submit all project non-ERPIMS electronic files associated with all spatial data or modeling, electronic files corresponding to any graphic figures included in the hard copy report deliverables, and text files corresponding to the word processed portion of the hard copy deliverable. These files shall be submitted to the Project Execution Technical Resources Online (PETRO) Service Center at CENWO. The Contractor may utilize whichever GIS or CADD-based system they select to generate the files; however, the Contractor must submit metadata identifying software type used, version, file format type, date, and other information required to catalog those files with sufficient specificity to allow satisfactory transfer to other ERP users. All spatial data should be consistent with the most current installation map. Details about the current map and meta data guidelines may be obtained by contacting the PETRO Response Line at 402-221-7752.

Electronic data files are used during the project to evaluate progress and quality. The usefulness of the data deliverable is significantly diminished if it is not timely. ERPIMS submissions shall be received at the PETRO Service Center no later than **90 days** after sample collection. These ERPIMS data submissions will be made to USACE Omaha District directly. Two complete copies of the submittal as specified in Appendix E of the ERPIMS 98 Data Loading Handbook (DLH) Version 4.0 [October 1997] (reference 10), should be mailed to the PETRO Service Center, ATTN Michael Watson CENWO-ED-GC. A copy of the transmittal letter should be sent to the USACE Project Manager to document submission receipt. USACE will forward acceptable Air Force project data files to the AFCEE ERPIMS central archive. Projects conducted at locations other than active Air Force installations will be maintained at the Omaha District.

USACE Omaha District will enforce strict compliance with the 90-day deliverable deadline and will look favorably upon quicker turnaround of electronic submissions. The electronic submissions are considered to be part of the analytical data package, and failure to meet these deliverable deadlines will be construed as a failure to meet appropriate standards of project performance, and will result in withholding payment for the analytical data package until such time as the package is complete.

In all other respects, the ERPIMS deliverables will be consistent with the requirements of the ERPIMS 98 Data Loading Handbook (DLH) Version 4.0 [October 1997] (reference 10), and the requirements of the DLH are incorporated by reference in this Scope of Services. CENWO expects the Contractor to perform their own automated or semi-automated quality checks on electronic data submissions above and beyond the format-based screening provided by the most current data-loading tool, which can be downloaded at

http://www.afcee.brooks.af.mil/ms/msc_irp.asp. Especially when bringing a new subcontract laboratory on line, the Contractor must check the *contents* of the data files to ensure that they accurately reflect the hard copy reports, report correct analyte lists, units, etc., and provide the complete set of QC sample results specified in the QAPP. CENWO can assist Contractors who have concerns or questions about their electronic deliverables. This assistance can be obtained by calling the PETRO Response Line 402-221-7752.

2.3. Engineering Support and Remedial Design -

The Contractor may be required to provide a wide variety of engineering services to support remediation/response actions. The extent of the engineering services will be described in detail in each individual task order and may include but are not limited to structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, OE, cost engineering, constructability reviews, and other engineering support. The successful Contractor shall perform all necessary planning, fieldwork, and prepare all engineering documents identified in the Task Order. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. All Engineering documents produced by the Contractor shall be stamped by a licensed Professional Engineer and shall be submitted to the USACE Project Manager for approval. Engineering documents may include, but not be limited to:

- Design Analysis, containing the criteria, design assumptions, calculations and other pertinent data;

- Performance specifications or completely edited Government furnished guide specifications;

- Computer Aided Design Drafting (CADD) generated drawings must be compatible with Omaha District software. The CADD drawings software package used by the Omaha District is INTERGRAPH;

- Analysis of the Contractor schedules shall be compatible to the Network Analysis System (NAS) utilizing PRIMAVERA (current software version) or as designated by the individual task order;

- Cost estimating software should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs;

- Title Two Services to include checking shop drawings, materials, fixtures, equipment, samples, plant materials in accordance with the specifications and drawings;

 - Record drawings, modifications or as-built drawings;

 - Constructability reviews;

 - Other engineering and technical support may include:

 - Technical expertise or expert testimony during regulatory negotiations;

 - Securing permits as required;

 - Liaison and interface with regulatory agencies; and

Resolution of problems during response actions.

GEOTECHNICAL TESTING. The laboratory to be used by the Contractor shall be Corps of Engineers approved as in accordance with ER 1110-1-261 Validation of Geotechnical Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests and relative density tests. The Proposal shall identify the prime laboratory and secondary laboratory (ies) to be used for this type of Contract work.

2.4. Response Actions, Removals, and Operations and Maintenance -

Response actions may or may not be performed in conjunction with investigation and engineering support depending on the individual task order. The requirements related to response actions will be described in detail in individual task orders. The successful Contractor shall perform all necessary planning, fieldwork, and implementation of the response action requirements identified. The Contractor selected for this work shall have the capability and experience to perform a wide range of investigations, response actions and removals for HTRW and OE sites including, but not limited to:

On-Site source control and containment using a variety of technologies;

On-Site treatment using a variety of technologies;

Prepare manifest for customer signature;

Transportation to and/or storage, treatment and/or disposal of waste at an off site facility;

Survey, removal, transportation and disposal of asbestos containing materials;

Locating, identifying, recovery, management, transportation and disposal of ordnance and explosive;

Installation of all support facilities;

Preparation of all applicable Operation and Maintenance (O&M) Manuals and associated training of facility personnel for equipment installed;

Short and Long Term Operation and Maintenance of facilities constructed under this Contract for the period specified (inclusive of facilities constructed through other contracts or under other task orders issued under this contract); and

Problem solving during response with unexpected conditions or execution problems at the site.

3. Project Management -

The Contractor selected for this Contract shall have the experienced personnel to perform, or provide, a wide range of services required for responses to releases at HTRW sites and locating and

disposing of ordnance at OE sites. The requirements for on-site and off-site personnel may differ for each task order.

The Contractor or Contractor and Subcontractor Team jointly must have both HTRW and OE qualifications. If personnel are proposed as dual qualified, they must meet the qualification standards for both the HTRW and the OE position for which they will be used.

The Contractor must identify the key management personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract. The key management personnel include:

(1) **Program Manager** - The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW ~~and OE sites.~~ The Contractor shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in HTRW ~~and OE sites.~~

(2) **Contractor Quality Control Supervisor** - The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. The qualifications of the QCS should include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation.

Demonstrable expertise in on-site laboratory techniques.

~~Working knowledge of applicable federal, state, and local occupational safety and health regulations.~~

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

3) **Certified Industrial Hygienist** - The certified industrial hygienist (CIH) shall develop, implement, and oversee all safety and health related aspects of HTRW ~~and OE~~ work under this Contract. The qualifications of the CIH should include:

The CIH shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH).

A minimum of three (3) years working experience in HTRW, ~~and OE site activities.~~

Demonstrable experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

(4) **Senior UXO Supervisor** - This individual(s) will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD. This individual(s) will have at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience, and will include experience in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statutes and codes; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material).

(5) **UXO Quality Control ~~Supervisor~~ Specialist** - This individual(s) will have the same minimum qualifications as a UXO Technician III. In addition, this individual(s) will have documented Quality Control Training. The UXOQCS must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. The UXOQCS must have the specific training, knowledge, and experience necessary to implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements. If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.

(6) **Senior Contracts Manager** – The Senior Contracts Manager shall ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts manager should have, as a minimum, the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively,

the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price as well as cost-reimbursable contracting experience.

The Contractor must identify other key personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract. The other key personnel are as follows:

(1) **Project Manager(s)** – For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager should have the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field and professional registration.

Professional registration, in their respective field, where applicable or available.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in HTRW. For Task Orders predominately OE, the Project Manager is required to have a minimum of three (3) years Project Management experience in OE.

(2) **UXO Safety Officer** – The individual(s) will have the same minimum qualifications as a UXO Technician III. In addition, the UXOSO will have the specific training, knowledge, and experience necessary to implement the SSHP and verify compliance with applicable safety and health requirements. The UXOSO must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.

(3) **Regulatory Specialist** - The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified herein and with the approved statement of work, the Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan regulations. The Regulatory Specialist shall coordinate review and approval procedures for all manifests. The Regulatory Specialist should have the following qualifications:

Training and current certification under 49 CFR 172, Subpart H,

Sixteen (16) hours training on the requirement of 40 CFR 262- Standards applicable to Generators of Hazardous Waste,

Eight (8) hours training on Land Disposal Restrictions (LDR) requirement of 40 CFR 268,

A minimum of three (3) years specialized experience in the accumulation, manifesting and shipment of hazardous waste,

The capability to identify all required permits.

(4) **Safety and Health Officer (SSHO)** - The SSHO shall ensure that all elements of the approved SSHP are implemented and enforced on-site. The qualifications of the SSHO should include:

A minimum of two (2) years working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required.

Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

Certification of training in First Aid and CPR by a recognized organization such as the American Red Cross.

Authority to shut down the site work when Health and Safety becomes an issue.

(5) **Risk Assessor/Toxicologist** - The Risk Assessor/Toxicologist shall be responsible for the evaluation of risk as related to all pathways for soils, groundwater, air, surface waters, sediments for both human and ecological receptors. The Risk Assessor/Toxicologist shall ensure that all risk assessment goals of the task order for human health and ecological are attained. The Risk Assessor/Toxicologist should have :

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A Ph.D. in the appropriate field, should have three (3) years of experience performing risk assessments at HTRW and/or OE sites. M.S. in the appropriate field should have five (5) years of experience performing risk assessments at HTRW and/or OE sites.

Working knowledge of Federal and State Regulations and Guidance dealing with risk assessments.

(6) **UXO Technician III** - These individuals shall be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U. S. Naval EOD School, Indian Head, MD. This individual will have at least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel, UXO Technicians I and II.

The UXO Technician III is required to perform the following functions: Supervising and performing on-site disposal of OE; preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE

operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations.

NOTE: The Contracting Officer shall approve all Replacement Key Personnel. Resumes of these individuals shall be required as part of task order proposals or whenever a change in personnel is to occur, in order to verify the replacement meets the qualifications of the solicitation. Other disciplines not listed may be required to perform specific task orders. These disciplines will be required to have comparable qualifications in their field of expertise and the resumes of these individuals may be required as part of task order proposals.

3.1. Other Personnel –

The Contractor shall utilize only personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract. The Contracting Officer may request the resumes of any of these personnel to verify that they meet the minimum requirements set forth in this Section C before task order award. Note that resumes of some personnel are required to be submitted when submitting a proposal for an individual task order.

Scientist 1 – General: This individual should have as a minimum an education in the specified scientific discipline.

Scientist 2 – General: This individual should have as a minimum an education in the specified scientific discipline with at least three (3) years of experience in HTRW activities (or at least three (3) years of experience in OE work on Task Orders with predominantly OE activities).

Scientist 3 – General: This individual should have as a minimum an education in the specified scientific discipline with at least seven (7) years of experience in HTRW work (or at least seven (7) years of experience in OE work on Task Orders with predominantly OE work).

Specific scientist disciplines include:

(a) Hydrogeologist(s) - The contractor shall have the capability to provide hydrogeological support, including but not limited to: the placement, oversight, and installation of monitoring wells and/or extraction wells; the proper development and sampling of such wells; the analysis and interpretation of collected samples; the analysis of ground water flow; borehole or trench logging and sampling for geotechnical and chemical analysis; and the oversight and logging for the abandonment of wells. The Contractor or subcontractor shall be able to utilize the data as a basis for insuring the remedial system is being operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The hydrogeological requirements related to the remedial action will be described in each individual Task Order. All Hydrogeologists will have, as a minimum, the following qualifications:

A college degree in geology, hydrogeology, geological engineering, or related field, professional registration is preferred, although not required.

Demonstrable education and experience in groundwater hydrogeology.

Experience related to HTRW sites.

(b) Chemist(s) - The Contractor shall utilize Chemists who shall insure that all chemistry related goals of the task order are attained. The Chemists should have general knowledge of remedial process chemistry, fate and transport of organics and inorganics, and radiological contamination in environmental matrices. The Chemists will be required to have advanced expertise in chemical data quality management of environmental analytical data. The Chemists shall conduct or oversee all on-site analytical testing including field-screening tests. The Chemists shall review all off-site Contractor analytical testing, and coordinate Government Quality Assurance testing that verifies the Contractor chemical data. The Chemists shall review and verify all chemical data for hazardous waste manifests. The Chemists shall also prepare all data validation reports or review for accuracy all data validation reports prepared by subcontractors. All Chemists will have, as a minimum, the following qualifications:

A 4-year college degree in Chemistry or a related field from an accredited post-secondary institution.

Professional experience at the level of a commercial environmental analytical laboratory or working as a part of a Contractor project team directly related to environmental investigations and/or remedial actions as a part of a Contractor team (i.e. not primarily employed at a laboratory).

(c) Project Geophysicist - This individual should have a degree in geophysics, geology, geological engineering, or a closely related field, and should have a minimum of 5 years of directly related geophysical experience. This individual has overall responsibility for design, implementation, and management of all geophysical investigations required for the work effort, but may not necessarily be on-site full time.

(d) Other scientific disciplines include biologist and geologist.

Engineer 1 – General: This individual ~~should~~shall have as a minimum an education in the specified engineering discipline.

Engineer 2 – General: This individual ~~should~~shall have as a minimum an education in the specified engineering discipline with at least three (3) years of experience in HTRW activities (or at least three (3) years of experience in OE work on Task Orders with predominantly OE activities) ~~and professional registration~~ in the specified discipline.

Engineer 3 – General: This individual ~~should~~shall have as a minimum an education in the specified engineering discipline with at least seven (7) years of experience in HTRW work (or at least seven (7) years of experience in OE work on Task Orders with predominantly OE work) and professional registration in the specified discipline.

Specific engineering disciplines include:

(a) Civil Engineer - The Contractor shall utilize a Civil Engineer for design efforts requiring this expertise. The Civil Engineer will have a college degree in Civil Engineering and other requirements as stated above depending on experience and education.

(b) Structural Engineer - The Contractor shall utilize a Structural Engineer for design efforts requiring this expertise. The Structural Engineer will have a college degree in Civil Engineering and other requirements as stated above depending on experience and education.

(c) **Electrical Engineer** - The Contractor shall utilize an Electrical Engineer for design efforts requiring this expertise. The Electrical Engineer will have a college degree in Electrical Engineering and other requirements as stated above depending on experience and education.

(d) **Environmental Engineer** - The Contractor shall utilize an Environmental Engineer who will ensure that all treatment related goals of the Task Order are attained. The Environmental Engineer will have a college degree in Civil or Environmental Engineering and other requirements as stated above depending on experience and education.

(e) **Geotechnical Engineer** - The Contractor shall have the capability to provide geotechnical support, including but not limited to the performance of both in-situ drilling/back hoe operations for geotechnical and chemical laboratory soil testing and analyses to determine chemical and physical soil characteristics. The Contractor or subcontractor shall be able to interpret the results of such testing and analyses, be able to utilize the results as a basis for ensuring the remedial system is designed, constructed, operated and maintained properly, and also determine the effectiveness of the remedial system in accordance with the original design. The geological requirements related to the remedial action will be described in each individual Task Order. The Geotechnical Engineer will have a college degree in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field.

3.2. Contractor UXO Personnel Qualifications -

The Contractor shall utilize only UXO personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract.

All contractor UXO personnel will be graduates of one of the following schools or courses: The U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD; U.S. Naval Explosive Ordnance Disposal School, Indian Head, MD; the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course at Eglin Air Force Base, FL; or a DOD certified equivalent course. USNAVEOD also requires that EOD personnel be U.S. citizens due to the need for access to the TM-60 series publications, some of which are marked NOFORN (no Foreign Nationals). UXO contractors cannot employ active military or Federal civilian employees except for members of the military who are on terminal leave. Credit for EOD experience in National Guard or Reserve units will be based on the documented actual time spent on active duty, not on the total time of service. The Contractor will comply with DID OE-025, dated 030300, for both UXO personnel qualifications and work standards. DID OE-025 can be found at the OE MCX website at <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>.

UXO Technician II - This individual will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD. As an exception, a UXO Technician II may be a UXO Technician I with combined military EOD and contractor UXO experience. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I.

The UXO Technician II is required to perform the following functions: Properly storing OE material in accordance with applicable guidance; identifying fuses and determining fuse condition; determining a magnetic azimuth using current navigational/locating equipment; performing field expedient identification procedures to identify explosives contaminated soil;

preparing an on-site holding area for OE material; and operating modes of transportation for transporting OE material, when appropriate.

UXO Technician I - This individual will be a graduate of the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course, Eglin Air Force Base, FL; or a DOD equivalent certified course. A UXO Technician I can advance to the UXO Technician II category after 5 years combined active duty military EOD and contractor UXO experience.

The UXO Technician I shall assist fully qualified personnel (UXO Technician II and above) in the following functions: Conducting reconnaissance and classification of UXO and other OE materials; identifying all munitions including bombs and bomb fuses, guided missiles, projectiles and projectile fuses, rockets and rocket fuses, land mines and associated components, pyrotechnics items, military explosives and demolition materials, grenades and grenade fuses, and sub-munitions; locating subsurface UXO using military and civilian magnetometers and related equipment; performing excavation procedures on subsurface UXO; locating surface UXO by visual means; transporting UXO and demolition materials; preparing firing systems, both electric and non-electric, for destruction operations; operating Personnel Decontamination Stations; inspecting salvaged OE related material and erection of UXO related protective works; and donning and doffing personal protective equipment.

UXO Sweep Personnel - Sweep personnel assist UXO technicians and supervisory personnel in the clearance of UXO, operating only under the direct supervision of qualified UXO technicians and/or UXO supervisors. This position requires site and job specific contractor training (which may include ordnance recognition, safety precautions, donning and doffing personnel protective equipment, etc.) but does not require UXO technician qualifications. UXO Sweep Personnel conduct visual and/or instrumented UXO search activities in field; perform field maintenance on military and civilian magnetometers; operate ordnance detection instruments and other similar equipment to include digital geophysical mapping instructions; and remove OE scrap after such items have been certified/verified safe for handling by a qualified UXO technician. UXO Sweep Personnel are not involved in the execution of explosives operations.

3.3. Field Staff -

All field personnel, including but not limited to those listed above, shall meet the training, medical surveillance, and safety and health program requirements specified in OSHA standard 29 CFR 1910.120 and/or the UXO Safety Program as appropriate for the specific site. The Contractor shall ensure that all personnel involved in the performance of the work meet the above safety and health requirements and that adequate documentation is available, for the Contracting Officer's review. If adequate documentation is not made available personnel shall not be allowed on-site. All field staff, both Contractor and subcontractor personnel are responsible for understanding and complying with all requirements of the task order scope of work and the Contractor's approved Site Safety and Health Plan and/or the UXO Safety Program.

Site Superintendent/On-Site Supervisor(s) - The Contractor shall utilize experienced Site Superintendents to direct work performed under this contract and verify compliance with all regulatory and contractual requirements. The minimum qualifications of the Site Superintendent should include:

A minimum of three (3) years project superintendent experience at HTRW activities. ~~For Task Orders predominately OE, the Site Superintendent or On-Site Supervisor is required to have a minimum of three (3) years Supervisory experience in OE.~~

In addition to the required 40-hour hazardous waste training, onsite supervisors shall complete an additional 8 hours of specialized training covering at least the following topics: the employer's safety and health program, personal protective equipment program, spill containment program, and health hazard monitoring procedures and techniques.

~~Working knowledge of applicable federal, state, and local laws, regulations, and guidance.~~

Site Geophysicist - This individual will have the same education requirements as the project geophysicist (i.e. a degree in geophysics, geology, geological engineering, or a closely related field). This individual is responsible for day-to-day operations of the site geophysical investigations. This individual may also be the project geophysicist.

4. Government Support -

Any Government support will be identified in individual task orders.

5. Project Schedule -

A Project Management Information System (PMIS) employing critical path method (CPM) scheduling may be required to develop a comprehensive schedule for individual task orders. A CPM network diagram illustrating the logical interaction among tasks may be developed using the latest version of the commercial software package Primavera and a baseline schedule may be created for the Performance Based Scope of Services to be conducted. The schedule will be approved by the PM. The status of activities in the schedule will be updated to reflect the actual status. The schedule status will be included with Monthly Progress Reports submitted under the task order(s). The monthly progress report will discuss target and actual completion dates for each element of activity including project completion and provide an explanation of any deviation from the milestones in the work plan schedule.

6. Travel and Meetings -

The Contractor shall perform all travel and attend all meetings necessary for completion of the work required by the task orders. Air travel shall (if possible) be planned at least 14 days in advance in order to acquire the best prices available. Per Diem (lodging and MI & E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status. No per diem will be paid for travel of less than the number of hours stated in the current FTR.

Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

7. Submittals -

7.1. Conference Notes -

The Contractor shall be responsible for taking notes and preparing the reports of all conferences. Conference notes shall be prepared in typed form and the original furnished to the Government (within seven (7) workdays after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

- a) The date and place the conference was held with a list of attendees;

- b) The roster of attendees shall include name, organization, and telephone number;
- c) Comments made during the conference and decisions affecting criteria changes shall be recorded in the basic conference notes; and
- d) Conference notes should document any augmentation of written comments.

7.2. Annotated Comments -

Written comments presented by the reviewers of the project work plans, project reports, conferences, and other similar reports shall be attached to each final submittal with the action noted. Annotated comment action shall be "A" for Agree with the comment, "D" for Disagree with the comment, "W" for a comment that has been Withdrawn, and "E" for a comment that has an Exception noted. In addition, brief written responses to comments shall be added where appropriate.

7.3. Confirmation Notices -

The Contractor shall be required to provide, as part of its weekly report, a record of all discussions, verbal directions, telephone conversations, and anything else discussed or participated in by the Contractor and/or his representatives on matters relative to this contract and the work. These records, entitled "Confirmation Notices" shall be numbered sequentially, fully identify participating personnel, subject discussed, and any conclusions reached. The Contractor shall forward a reproducible copy of said confirmation notices to the Government Project Manager. However, if the notice deals with a change to the statement of work, cost proposal, and schedule, the notice shall be faxed or emailed to the Contracting Officer's Representative (COR). The Government shall distribute confirmation notices.

7.4. Technical and Regulatory Reports -

Technical and regulatory reports shall be prepared and submitted by the Contractor to the Project Manager for each project. All reports shall have a title page/header identifying the Contract and Task Order number; Contractor name; project name; location of project; report type; and date of submittal. The task order statement of work will further specify the submittals for each project. The submittal requirements may vary with the project or site.

7.5. Partial Submittals -

Partial submittals will not be accepted without prior approval from the Contracting Officer Representative.

7.6. Revisions and Addenda -

Prior to Government approval, review comments shall be incorporated by revising and reissuing affected pages. If major revisions are necessary, the entire document shall be resubmitted. Addenda sheets may make minor changes affecting only a few pages. The affected pages shall have the revision number and date of correction on the bottom-right corner of the page. Any changes to the work plan shall be submitted under a cover sheet with a list of pages that have been revised. The revised pages the Contractor issues shall cover any additions

or changes to the plans or reports. The addendum for the project plan shall be issued prior to the commencement of work for that phase.

7.7. Review of Progress and Technical Adequacy -

At any appropriate time, representatives of the Contracting Officer may review the progress and technical adequacy of the Contractor's work. Such review shall not relieve the Contractor from performing all contract requirements, except as may be waived by written instructions.

7.8. Distribution -

The Contractor is responsible for reproduction and distribution of all documents according to the Document Submittal Register. Documents shall be mailed via regular mail, a carrier service that will provide overnight service (if necessary), or they will be faxed/emailed, as specified in the task order.

8. Safety and Health -

8.1. General -

This contract requires the Contractor to develop and implement safety and occupational health documents and procedures for executing HTRW and OE activities, including investigation, engineering support and response design, and response actions and other related activities at HTRW and OE sites. The task orders issued under the Contract shall specify the required documents. Useful references include but are not limited to:

Public Law (PL) 96-510 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA);

PL 99-499, Superfund Amendments and Reauthorization Act (SARA);

10 Code of Federal Regulations (CFR)19-171, Nuclear Regulatory Commission,

29 CFR 1910, Occupational Safety and Health Administration (OSHA), Occupational Safety and Health Standards;

29 CFR 1910.120, OSHA, Hazardous Waste Site operations and Emergency Response;

29 CFR 1926, OSHA, Safety and Health Regulations for Construction;

29 CFR 1926.65, OSHA, Hazardous Waste Site Operations and Emergency Response;

29 CFR 1960, OSHA, Federal Employee Safety and Health Programs;

49 CFR Subpart C, Department of Transportation (DOT), Hazardous Materials Regulations;

NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985;

Federal Acquisition Regulations (FAR) 52.236-13, Accident Prevention;

Army Regulations (AR) 40 series;

AR 200-1, Environmental Protection and Enhancement;

AR 385 series;

Engineer Regulations (ER) 385 series,

ER 385-1-92, Safety and Occupational health Requirements for Hazardous, Toxic, and Radioactive Waste (HTRW) Activities;

ER 1110-3-109;

ER 1110-1-8153, Engineering and Design – Ordnance and Explosive Response;

ER 1165-2-132;

Engineer Manual (EM) 385-1-1, USACE, Safety and Health Requirements Manual.

The following additional references pertain to OE sites. Note that this list of references is not intended to be the complete list. Additional references may be obtained at the OE MCX website: <http://www.hnd.usace.army.mil/oew/policy/regpro.html>. References denoted with an * are only for Chemical Warfare Materiel (CWM) sites.

DOD 6055.9, DOD Ammunition and Explosives Safety Standards;

*AR 50-6, Nuclear and Chemical Weapons and Material, Chemical Surety;

AR 75-15, Responsibilities and Procedures for Explosive Ordnance Disposal (EOD);

AR 190-12, Physical Security of Arms, Ammunition and Explosives;

*AR 385-61, Safety Studies and Reviews of Chemical Agents and Associated Weapon Systems;

AR 385-64, Ammunition and Explosives Safety Standards;

DA PAM 40-8, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Nerve Agents GA, GB, GC and VX,

*DA PAM 40-173, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Mustard Agents H, HD and HT,

*DA PAM 50-6, Chemical Accident or Incident Response and Assistance (CAIRA) operations;

*DA PAM 385-61, Toxic Chemical Agent Safety Standards;

DA PAM 385-64, Ammunition and Explosives Safety;

EP 385-1-95a, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations;

Data Item Descriptions, DIDs, may be obtained at
<http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>

8.2. Safety and Health Program (SHP) -

The Contractor performing task order requirements at HTRW and OE sites is required by regulation to develop and maintain a written safety and health program in compliance with the requirements of OSHA standard 29 CFR 1920.120 (b)129 CFR 1926.65(b). Existing written safety and health programs are acceptable if they are modified to cover the criteria in EM 385-1-1, Table 28-1.

8.3. Site Safety and Health Plan (SSHP) -

The SSHP shall describe the safety and health procedures, practices, and equipment to be implemented and utilized in order to protect affected personnel from the potential hazards associated with the site-specific tasks to be performed. The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be accomplished, and the hazards anticipated. In all cases, however, all topics required by OSHA Standard, 29 CFR 1910.120 (b) (4) I29 CFR 1926.65(b)(4), and those elements listed and described in ER 385-1-92 shall be addressed in the SSHP on a site-specific basis. Where use of a specific element is not applicable to the project, provide a negative declaration to establish that adequate consideration was given the topic, and provide a brief justification for its omission or reduced level of detail. For task orders involving OE, the format for the SSHP shall be in accordance with Data Item Description OE-005-06. The SSHP must be approved before work begins.

8.4. Health and Safety Design Analysis (HSDA) -

All designs for remediation of HTRW sites shall include a Health and Safety Design Analysis, as a chapter of the project design analysis. The HSDA shall address the site specific/hazard-specific, safety and health considerations and protective measures to be instituted for the tasks/operations to be undertaken during subsequent response actions at the site. This chapter shall fully describe and justify the safety and health requirements to be specified in the remedial action task order, including the decision logic used in their selection. The HSDA preparation and content is dependent upon the complexity of the response action and the type of work. If it is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

8.5. Safety, Health, and Emergency Response Specifications -

All contract specifications for HTRW and OE site response actions shall contain a section delineating minimum safety, health, and emergency response requirements to which the response Contractor shall adhere. The Contractor shall develop and implement the SSHP. The contract requirements shall be fully developed from the HSDA and shall be described in a specification section entitled "Safety, Health and Emergency Response". The site-specific, task specific, and hazard-specific procedures, precautions and equipment determined necessary and described in the HSDA shall be clearly biddable and enforceable requirements within this section of the response action or removal specification. As a minimum, the safety and health elements

described in ER 385-1-92 shall be addressed as applicable to the site. If it or portion thereof is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

9. Chemistry Technical Requirements -

The general chemistry requirements for this Contract are described in the *General Chemistry Supplement to the Scope of Services for Studies* dated November 2002 or the latest version. This guidance illustrates the nature of chemistry requirements to be accomplished in the chemistry related tasks identified in the site-specific task orders to ensure that legally defensible data are obtained. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *General Chemistry Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions.

10. Geotechnical Requirements -

The general geology requirements for this Contract are described in the *Geology Supplement to the Scope of Services for Studies* revised 21 January 2000 or the latest version. This guidance illustrates the nature of geology requirements to be accomplished in the geology-related tasks identified in the site-specific task orders. The supplement requirements are applicable to the Contractor and any subcontractors. All work shall be performed in accordance with the *Geology Supplement* unless otherwise specified in the site-specific task order. If there are any differences between this supplement and the site-specific task order, the Contractor shall implement the site-specific instructions. Geotechnical operations performed at an OE site will be IAW EM 1110-1-4009, 23 June 2000. Additional geotechnical requirements may be specified in the site-specific task orders.

11. Environmental Protection Requirements -

The Contractor shall perform all work in a manner that minimizes the pollution of air, water or land and develop contingency measures for cleanup of any spills that may occur during performance of this contract. The allowability of spill correction costs incurred by the Contractor shall be determined by the contract clauses "Allowable Cost and Payment", "Insurance - Liability to Third Persons" and any other applicable clauses. The Contractor shall control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. A site survey may be required to identify any wetlands, endangered species, special habitat or other protected areas. Task Orders may include specific environmental protection requirements.

12. Manifesting, Transportation, and Disposal Requirements -

The Contractor shall review and/or develop information and implement the necessary manifesting, transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential receptors from the chemical, physical, and/or biological hazards. All information necessary to file the Annual and/or Biennial reports for each project shall be prepared and submitted by the Contractor. The Contractor is responsible for certification of all manifests and total management of their transportation and disposal procedures including scheduling, control, and reporting. The Contractor's on-site person responsible for certification shall be trained as per 49 CFR 172.700. Task Order may include additional manifesting, transportation and disposal requirements. OE shall be transported off site in accordance with the requirements specified in Chapter 15, EP 1110-1-18, Ordnance and Explosives Response, 24 April 2000, and paragraph 1-9, TB 700-2.

13. Public Relations -

The Contractor shall have personnel qualified to provide public relations support, if required. In the event of the need to provide such support the task order will be modified to compensate the Contractor for the additional services required. All public relations shall be coordinated through the Project Manager.

14. Physical Security -

The Contractor shall provide site security (e.g. fencing or guard service) as required by each individual Task Order. However, at a minimum, the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

15. Security At Military Installations -

When work is performed at a military installation the Contractor shall comply with all security requirements of that installation.

16. Cost Reimbursable Task Orders Requirements -

When a cost reimbursable task order is issued, the Contractor's daily cost tracking form shall be submitted periodically as specified in the task order. The Contractor shall maintain an electronic copy, showing daily cost tracking. The electronic copy shall be provided to the USACE Contracting Officer Representative (COR) or Project Manager at the completion of the task order unless requested earlier by the COR or PM. The electronic copy shall be in a format that is compatible with software currently in use by the Omaha District Corps of Engineers or the Contractor shall supply USACE with a copy of the software needed to access the files at no cost to the Government. The Cost Tracking shall be a real time, up to date compilation of all costs incurred/obligated for the date(s) covered.

The form shall include but not be limited to a complete listing of the work expected to be performed on the period covered. It shall list all the plant, labor, and materials to be used and the estimated cost to complete the work planned for the next period. The Contractor shall also provide to the USACE COR and/or PM for approval, the projected home office/professional and management hours to be used on a task order for the following period.

Cost control should be part of the execution of task orders. Problems and cost overruns should be addressed immediately and correction proposed to the Contracting Officer.

17. Contractor Quality Control -

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The control shall be adequate to cover all operations, including both on-site and off-site activities. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and contract task order requirements. The Contractor's quality control program shall include inspections and tests as described in the task orders.

(End of Section C)

SAMPLE PROJECT SCOPE OF WORK

1 Introduction

- 1.1 General. This sample project is meant to generate a typical delivery order cost for this contract. The sample project will address remedial action for soils for a contaminated site that the Omaha District Corps of Engineers is requested to address. The Government will evaluate the sample project proposal as described in Section M of the RFP.
- 1.2 Cost Plus Fixed Fee. The Contractor shall assume that a cost plus fixed fee delivery order will be utilized to perform the task described within this Scope of Work. The project plans shall address the Contractor's management capability and approach as well as any subcontracting requirements and interface with the prime Contractor. The information submitted in response to this solicitation should be used to respond to this sample Scope of Work. The contract requirements stipulated within Section C of this package should also be taken into consideration when preparing a response to this sample project.

2 Location

The Contractor shall assume that the fictitious site described for this project is located within the state of Iowa, in a rural setting 20 miles east of Sioux City.

3 Site History

- 3.1 The site of concern is comprised of a single groundwater plume of TCE with a concentration of 25 ppb. Groundwater is encountered 15 ft below ground surface. The contaminated aquifer is bounded by a clay confining layer at 35 ft below ground surface. Site topography in this area is flat. Site soils are a silt/silty clay mix.
- 3.2 This problem focuses on the contaminated groundwater plume. The selected remedy is a permeable reactive barrier (PRB). The barrier will be 4 feet wide, 25 feet tall, 500 feet long and will be keyed into the clay-confining unit. The reactive media will be a 50/50 mix of iron filings and sand. Five up-gradient and five down-gradient monitoring wells will be installed and monitored quarterly for three years for TCE and all daughter products. Assume excavated soil will be disposed of on-site, up gradient of the PRB.
- 3.3 Regulatory – Assume the selected remedy has been approved by all regulatory parties.
- 3.4 Assume any utilities required are located on site and will be provided by the Government to the contractor unless stated otherwise.

4 Cost Proposal

- 4.1 Sample Project Cost Proposal. The Offeror shall submit a detailed cost estimated for the design and construction of the sample project. The detailed cost estimates will include costs for all proposed activities for each product. This includes all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project is abbreviated, the cost proposal should represent the requirements for the full work effort. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All assumptions, quotations, and documentation will be noted in the estimates. Indirect cost categories such as prime contractor's home office and field office overheads, profit, and bond should be identified, and appropriate costs included for each in the estimate. Both design and construction contingencies will be included in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, as-builts, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. The Wage Determination to be used in developing the Sample Project Cost Proposal can be found in Section J of this RFP. These wage rates are provided only as an example of typical wage rates, so that all Offerors utilize the same wage determination in the development of their sample problem.
- 4.2 The Offeror shall also provide a brief narrative describing the impacts on home office, field office, and relocation costs based on the premise that this sample project represents the second Task Order issued under the contract and other task orders are underway. The narrative should also discuss how these impacts can be minimized and the projects can be accomplished concurrently. The sample project cost proposal summary shall be submitted in the same format as indicated in Table J-1 of this attachment and include in Volume II/Tab 5.

Section L – Instructions To Offerors

52.204-6 – Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

52.215-1 – Instructions to Offerors -- Competitive Acquisition (May 2001)

(a) Definitions. As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point

of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government will award only a single contract resulting from this solicitation.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line

items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post-award debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

52.215-16 – Facilities Capital Cost of Money (Oct 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

52.215-20 – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) (Alternate 1)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data in supporting attachments in accordance with Section L Instructions.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of one (1) Indefinite Delivery/Indefinite Quantity contract for Environmental Remediation Services under NAICS Code 562910. The contract resulting from this solicitation will include both the cost reimbursable and firm fixed price features.

(End of Provision)

52.219-14- Limitations on Subcontracting (Dec 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

52.222-24 – Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993)

252.227-7016 – Rights in Bid or Proposal Information (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data -- Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights prior to contract award. By submission of its offer, the Offeror agrees that the Government --

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award. The Contractor agrees --

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data -- Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

52.232-13 – Notice of Progress Payments (Apr 1984)

52.233-2 – Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Corps of Engineers, Omaha District
CENWO-CT-H (Hadley)
106 South 15th Street, Old Federal Building – 3rd Floor
Omaha, NE 68102-1618

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-10 – Identification of Uncompensated Overtime (Oct 1997)

52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://web2.deskbook.osd.mil/default.asp>
<http://farsite.hill.af.mil>

(End of Provision)

JOINT VENTURES (JVs) AND LIMITED LIABILITY CORPORATIONS (LLCs). Joint Ventures and Limited Liability Corporations shall submit the following additional documentation regarding their business entities:

(a) A certified copy of their Joint Venture/Limited Liability Corporation agreement.

(b) A detailed statement outlining the following terms of percentages, where appropriate:

(1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

(2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.

(3) The structure of the joint venture and decision-making responsibilities of the JV/LLC parties/members in terms of who will control the manner and method of performance of the work.

(4) The bonding responsibilities of the JV/LLC parties/members.

(5) Identify the key personnel having authority to legally bind the JV/LLC to subcontracts and state who will provide or contract for the labor and materials for the JV/LLC.

(6) Who will maintain the JV/LLC bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the JV/LLC.

(7) Who will furnish the facilities, such as office supplies and telephone service?

(8) Who has overall control of the JV/LLC?

Other section of the proposal shall identify, where appropriate, whether key personnel are employees of the individual JV/LLC parties/members and identify the party/member, or hired as employees of the JV/LLC.

If one of the JV/LLC parties/members possesses experience and/or past performance as a federal government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the JV/LLC.

If JV/LLC documentation is applicable, file with Volume II, Tab 2 (Representations, Certifications and Other Statements of Offerors).

1. Proposal Information -

There are no drawings associated with this Request for Proposal. Copies of the solicitation are available by **INTERNET ACCESS ONLY**. All solicitation documents will be posted to the Omaha District's Advertised Solicitation website. The **website address is:**

<http://ebs-nwo.usace.army.mil>

All amendments will be posted to this website. It shall be the contractor's responsibility to check the website for any amendments. The offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.1. Contractual And Technical Points Of Contact -

Contractual:

Mike Michelson

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-CT-H (Mike Michelson)

106 South 15th Street, Old Federal Building 3rd Floor

Omaha, NE 68102-1618

Phone: (402) 221-3227

Fax: (402) 221-4199

E-mail: mike.h.michelson@usace.army.mil

Alternate: Ellen Baumert Phone: (402) 221-3189

Technical:

Andrew Reckmeyer

Mailing Address:

U.S. Army Corps of Engineers, Omaha District

Attn: CENWO-PM-HA (Reckmeyer)

106 South 15th Street

Omaha, NE 68102-1618

Phone: (402) 221-7713

Fax: (402) 221-7838

E mail: andrew.w.reckmeyer

NOTE: All questions and/or comments should reach the above referenced Contracting Office no later than ten (10) working days prior to the date set for receiving proposals in order that they may be given consideration or actions taken prior to receipt of offers.

1.2. Proposal Expenses and Pre-contract Costs –

This Request for Proposal (RFP) does not commit the Government to pay any costs incurred in the preparation and submission of a proposal or for any other costs incurred by any firm submitting a proposal in response to this solicitation.

1.3. Method Of Procurement -

1.3.1. The U.S. Army Corps of Engineers, Omaha District, intends to conduct this acquisition by use of a Competitive Source Selection Procedure under Full and Open Competition procedures in accordance with the provisions set forth in the Request for Proposal (RFP). From this solicitation, one (1) contract may be awarded for a Indefinite Delivery/Indefinite Quantity Type Contract with both Firm-Fixed Price and Cost-Reimbursable Features for sites located within military geographical boundaries of the USACE Northwestern, South Atlantic (Including Puerto Rico), Southwestern Divisions and existing Omaha District customer locations to the offeror

submitting a proposal determined to be most advantageous to the Government; price, and other factors considered. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the DFARS using guidance as prescribed by AMC Pamphlet 715-3. It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

1.3.2. Note specifically that the offeror **will not be participating in a sealed bid procurement process** under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

1.3.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.3.4. The Government reserves the right to discuss aspects of proposals with offerors in the competitive range and to award a contract to other than the offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.3.5. A Pre-Proposal Conference will be held on February 19, 2003 at the Peter Keiwit Conference Center located on 1313 Farnam St. Omaha, Nebraska 68102-1870. Conference will begin in the auditorium at 0830 am. Parking is available on the Southside of the building at \$4.00 per day with parking sticker obtainable at the conference. Request you email Mike Michelson at mike.h.michelson@usace.army.mil seven days in advance of the conference with the number attending in your party and any questions you would like addressed at the conference.

1.4. Proposal Submittals -

Offerors intending to hand deliver their proposal shall contact Mike Michelson, Contract Specialist, at (402) 221-3227 or (402) 221-4100 (Contracting Receptionist) upon arriving at the controlled entry point at the address stated below. Contracting Representative will then escort offeror or his designated representative to the Contracting Division. The clock in the controlled entry point shall be considered the official time clock in reference to the solicitation closing date/time. Proposals received after this time shall be considered "late" and will be handled in accordance FAR52.215-1 Instructions to Offerors—Competitive Acquisition (May 2001).

As stated on Standard Form SF 33: Proposals will be received until 1530 hours (3:30 p.m.) local time on 14 March 2003 at:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT-H (Michelson)
106 South 15th Street, Old Federal Building 3rd Floor
Omaha, NE 68102-1618

**The Packaging that contains the Proposals shall be marked:
Proposals for Solicitation DACA45-03-R-0006, DO NOT OPEN.**

2. Proposal Format -

2.1. Basic Proposal Information -

All proposals shall contain the information listed below and as required by this solicitation and be bound into volumes using (3) ring binders with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. Proposal clarity, organization and the overall page limitation are required. The entire proposal shall be limited to the maximum number of pages identified in Paragraph 2.2. The volumes shall include, as a minimum, the following:

(a) The first page of the proposal shall be in accordance with FAR Clause 52.215-1(c)(2) (i-v) as referenced in Section L, page 2 of 27.

(b) Table of contents and a cross-reference to the solicitation paragraphs.

(c) List of tables/figures.

(d) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary.)

2.2. Page Limitation –

The total number of pages for the proposal submitted may not exceed two hundred (200) pages including all information required by Volume I and Volume II, Tabs 4 and 5 (Reference Section L, Table 1). The cost proposal for sample project shall be limited to 20 pages including assumptions and is included in the total page count. The specific information as listed in the note below will be excluded from the page count.

NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures; Acronyms; Separator Tabs; ~~and Cross-Reference to the Solicitation Paragraphs;~~ and Volume II, Tabs 1,2, and 3 (SF33; Representation and Certifications; and Audit Information).

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, and schematics, aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages – no exceptions. When included, foldout pages shall fold entirely within the volume. Each 8-1/2 inch by 11-inch section of foldout shall count as one page. The volumes are limited to single-spaced typewritten pages using 12-point proportional font or equivalent as the "normal" size standards for text. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.

NOTE: Proposals that exceed two hundred (200) pages, will have only those pages that are within the page count limits evaluated. All information appearing thereafter will not be evaluated.

2.3. Format - The offeror shall submit **one (1) original and five (5) copies** of their proposal in the format shown below:

Table 1 – Proposal Format
Proposal Document
Volume I, Section I: Previous Experience, Personnel, and Organization
TAB 1/Summary of Previous Experience - HTRW & OE Projects
TAB 2/Resumes of Key Personnel For This Contract
TAB 3/ Organizational Structure of the Proposed Team
Volume I, Section II – Past Performance
Tab 1/Past Performance Project Narrative with Points of Contact
Tab 2/Past Performance with Regulators Including Points of Contact
Volume I, Section III – Corporate Technical Plans, Practices, and Procedures
Tab 1/Quality Assurance/Quality Control Program and Corporate Business Practices
Tab 2/ Laboratory Plan <u>Not Applicable</u>
Tab 3/Safety and Health Program
Volume I, Section IV – Utilization Of Small Business Concerns-
Tab 1/Small Business Subcontracting Past Performance
Tab 2/Proposed Subcontracting Opportunities
Tab 3/Subcontracting Plan
Volume II – Cost Information and Representations, Certifications and Other Statements of Offerors
Tab 1/ Solicitations, Offer and Award (SF33)
Tab 2/ Representations, Certifications and Other Statements of Offerors (Section K).
Tab 3/Audit Information
Tab 4/Section B- Supplies or Services & Prices/Costs
Tab 5/ Proposal for Sample Problem

3. Volume Content –

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Previous Experience, Personnel, and Organization

3.1.1. Volume I, Section I, Tab 1 – Previous Experience – HTRW & OE Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Paragraphs 1 and 2 of Section C of this solicitation.

A **project** is defined as:

- Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (IDIQ) type contract at one site or multiple sites at a single installation or facility **or**
- ~~Work~~ performed pursuant to a site-specific contract for one site or multiple sites within a single installation or facility **or**
- Multiple task orders against an IDIQ contract on a single site.

An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type at multiple sites contract does not represent a "project" within this definition. If the offeror provides a specific task order as its "project," it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project," it shall provide the contract number for reference purposes.

The projects must have been **completed** within the ~~last three (3) years; period of January 1, 1999 through April 2, 2003~~. A **completed project** is defined as: a project as defined above that is physically-substantially (90%) complete and has been accepted by the customer to the customers satisfaction. **The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for usage by the offeror.** The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the page count as specified in Section L paragraph 2.2. The offeror should present projects which demonstrate its experience in project management and execution of Hazardous, Toxic, and Radioactive Waste (HTRW) and Ordnance Explosive (OE) sites, site investigations/characterizations, studies, evaluations, designs, chemical testing, operation and maintenance, sampling, remediation of contaminated sites, and other related experience. The offeror may include both federal and commercial work. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the activities for this project.

3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel for This Contract

3.1.2.1. Key Management Personnel – The offeror shall provide the resumes of the key management personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror shall provide a resume for the six (6) key individuals listed below. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, the Contracting Officer shall approve replacement of any key personnel after verifying that they meet or exceed the requirements of the solicitation.**

If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer. The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. The Program Manager shall be competent, experienced, and knowledgeable in the field of HTRW ~~and OE sites~~. The Offeror shall designate a Program Manager to act as a single point of contact (POC) for coordination with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have, , the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field.

Professional registration, in their respective field, where applicable or available.

Five (5) years experience in Program Management for other contracts/programs with a minimum of three (3) years working experience in HTRW ~~and OE sites~~.

(2) **Contractor Quality Control Supervisor** - The Offeror shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained within their organization to be responsible for overall management of Contractor Quality Control (CQC) and have the authority to act in all CQC matters. The QCS shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology. The QCS is responsible to insure compliance with the requirements identified in the statement of work and the Contractor Quality Control Plan. These persons shall be stationed at the project site whenever work is in progress. The need for an on-site QCS will be defined in the Scope of Work for the project specific Task Order. The qualifications of the QCS should include:

A minimum of three (3) years working experience in quality control in the chemical/hazardous waste remediation.

Demonstrable expertise in on-site laboratory techniques.

Formal education or training in field sampling at HTRW.

Experience with QA/QC for remedial design and actions.

3) **Certified Industrial Hygienist** - The Offeror shall designate and utilize one individual as the certified industrial hygienist (CIH) to develop, implement, and oversee all safety and health related aspects of HTRW ~~and OE~~ work under this Contract. The qualifications of the CIH should include:

The CIH shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH).

A minimum of three (3) years working experience in HTRW ~~and OE site activities~~.

Demonstrable experience in air monitoring techniques and in development of respiratory protection and personal protective equipment programs for working in potentially toxic atmospheres and confined spaces.

(4) **Senior UXO Supervisor** - The offeror shall designate an individual(s) to be their Senior UXO Supervisor(s). This individual(s) will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S., Naval EOD School, Indian Head, MD. This individual(s) will have at least 15 years UXO experience, which may be a combination of active duty military EOD and contractor UXO experience, and will include experience in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III.

The SUXOS is required to perform the following functions: Planning, coordinating, and supervising all contractor on-site UXO activities; preparation of standard operating procedures (SOPs) for UXO operations ensuring compliance with DOD directives as well as local, state, and federal statutes and codes; and certification of Ammunition, Explosives, and Dangerous Articles (AEDA) and/or range scrap as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing UXO and UXO related activities (e.g., vegetation clearance; land surveying; reconnaissance and classification of UXO, pyrotechnic items, and military explosives and demolition materials; locating surface and subsurface UXO; destroying UXO and OE by burning or detonation; and/or transporting and storing UXO and explosives material).

(5) **UXO Quality Control Supervisor Specialist**- The offeror shall designate an individual(s) to be their UXO Quality Control Supervisor(s). This individual(s) will have the same minimum qualifications as a UXO Technician III. In addition, this individual(s) will have documented Quality Control Training. The UXOQCS must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. The UXOQCS must have the specific training, knowledge, and experience necessary to implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the UXO specific sections of the Quality Control Program for all OE related evolutions; conduct quality control inspections of all UXO and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all OE related work complies with contractual requirements. If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.

(6) **Senior Contracts Manager** - The Contractor shall designate one individual to perform the function of Senior Contracts Manager who will ensure that all acquisition and contract management related to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists etc.) are performed in accordance with all terms of this Contract. Also where applicable, the Contractor will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts manager should have, as a minimum, the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and firm-fixed price as well as cost-reimbursable contracting experience.

3.1.2.2. Other Key Personnel – The offeror shall provide the resumes of all other key personnel, which it expects will execute a substantial portion of the work that may be awarded under this contract. Specifically, the offeror shall provide a resume(s) for the following six (6) key positions. The resumes should clearly display proposed job title, education, special qualifications and experience record showing title, specific duties, responsibilities and assignments within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, replacement of any key personnel shall be approved by the Contracting Officer. If further key personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.** The following key personnel shall be identified:

(1) **Project Manager(s)** – The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. The Contractor shall identify the PM and the PM's qualifications; experience and performance history shall be satisfactory to the CO before issuance of the Task Order. The PM shall serve as the single point of contact for the Task Order, and shall be responsible for the management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE for the duration of the project, including monthly progress and detailed cost reporting. The Project Manager should have, , the following qualifications:

A college degree in engineering, construction management, geology, chemistry, or related field ~~and professional registration~~.

Professional registration, in their respective field, where applicable or available.

A minimum of five (5) years Project Management experience, with a minimum of three (3) years in HTRW. For Task Orders predominately OE, the Project Manager is required to have a minimum of three (3) years Project Management experience in OE.

(2) **UXO Safety Officer** – The offeror will designate an individual(s) for this position. The individual(s) will have the same minimum qualifications as a UXO Technician III. In addition, the UXOSO will have the specific training, knowledge, and experience necessary to implement the SSHP and verify compliance with applicable safety and health requirements. The UXOSO must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. If not currently a direct hire employee of the prime contractor, a letter of commitment from this individual will accompany his/her resume stating they will become a employee of the prime at the time of award of a UXO Task Order.

(3) **Regulatory Specialist** - For all Task Orders, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified herein and with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Quality Assurance Project Plan (QAPP), Sampling Analysis Plan regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist should have the following qualifications:

Training and current certification under 49 CFR 172, Subpart H,

Sixteen (16) hours training on the requirement of 40 CFR 262- Standards applicable to Generators of Hazardous Waste,

Eight (8) hours training on Land Disposal Restrictions (LDR) requirement of 40 CFR 268,

A minimum of three (3) years specialized experience in the accumulation, manifesting and shipment of hazardous waste,

The capability to identify all required permits.

(4) **Safety and Health Officer (SSHO)** - The Contractor shall provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The qualifications of the SSHO should include:

A minimum of two (2) years working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required.

Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

Certification of training in First Aid and CPR by a recognized organization such as the American Red Cross.

Authority to shut down the site work when Health and Safety becomes an issue.

(5) **Risk Assessor/Toxicologist** - The Contractor shall designate and utilize a Risk Assessor/Toxicologist for the evaluation of risk as related to all pathways for soils, groundwater, air, surface waters, sediments for both human and ecological receptors. The Risk Assessor/Toxicologist shall ensure that all risk assessment goals of the task order for human health and ecological are attained. The Risk Assessor/Toxicologist should have :

An advanced degree in toxicology, environmental toxicology, or a closely related field, to include public health, environmental health, epidemiology, industrial hygiene, environmental engineering, or environmental science.

A Ph.D. in the appropriate field, should have three (3) years of experience performing risk assessments at HTRW and/or OE sites. M.S. in the appropriate field should have five (5) years of experience performing risk assessments at HTRW and/or OE sites.

(6) **UXO Technician III** - The offeror shall provide a minimum of three (3) and a maximum of five (5) resumes for the UXO Technician III personnel that will be assigned to this contract. These individuals shall be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U. S. Naval EOD School, Indian Head, MD. This individual will have at least 10 years combined active duty military EOD and UXO experience in OE clearance operations and supervising personnel. The UXO Technician III must be able to fully perform all functions enumerated for UXO Sweep Personnel, UXO Technicians I and II.

The UXO Technician III is required to perform the following functions: Supervising and performing on-site disposal of OE; preparing explosives storage plans in accordance with all applicable guidance; preparing required OE administrative reports; preparing SOPs for on-site OE operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site evolutions directly related to OE operations.

Note: Resumes of other personnel (i.e., UXO Personnel, Hydro geologist, Chemist, Engineers, Project Geophysicist, Field Staff, etc.) may be required as part of task order proposals to verify that they meet the qualifications of the solicitation specified in Section C.

3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

3.1.3.1. The organizational structure of the offeror's proposed team (all subcontractors shall be included in this organizational structure), ~~including the analytical laboratories~~ for this project shall be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as chemistry, safety, project management, engineering, construction, etc., shall be shown and briefly described. The relationship of these capabilities to the offeror shall be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

3.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For consolidated acquisitions, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses.

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points Of Contact

The offeror shall provide a narrative of past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation. **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.2.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms shall be used in evaluating the offeror's past performance. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal. The offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs may be contacted to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – Mike H. Michelson at the address given for proposal submission in Section L or by email to Mike.H.Michelson@usace.army.mil. Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation DACA45-03-R-0006, DO NOT OPEN." The Government shall evaluate the Past Performance survey page(s) filled out by the owner/client for this past performance section only. These pages will not be counted as part of the contractor's proposal pages. If the owner/client provides duplicate copies of the previous experience information, the pages will not be counted again nor will they be reevaluated.

3.2.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to obtain past performance information from any available source. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfaction, and corrective actions taken should be provided.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Government. Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors providing no past performance record will be ~~given-awarded~~ a neutral ~~performance-risk~~ rating. In rating past performance, the Government may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

The offeror shall provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience - HTRW & OE Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements. The offeror should also provide points of contact to Government so that the information provided can be independently verified. Regulatory POCs may be contacted to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

3.3. Volume I, Section III – Corporate Technical Programs, Practices, and Procedures

3.3.1. Volume I, Section III, Tab 1 – Quality Assurance/Quality Control Program and Corporate Business Practices

The offeror shall provide a narrative of its corporate Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

3.3.2. Volume I, Section III, Tab 2 – Laboratory Plan **Requirement deleted per Amendment 2.**

~~The offeror shall provide a narrative of its relationship/contractual agreements with proposed laboratories (must provide a primary laboratory and at least one alternate laboratory that the offeror intends to use). The offeror shall provide each laboratory's name and address. The offeror shall also include the types of analyses each laboratory can perform, the sample capacity available, a list of certifications, and the offeror shall provide a narrative describing the laboratory's QA/QC Program. The offeror shall describe procedures utilized for real-time corrective actions during the sample receipt and analysis process. The offeror shall describe the laboratory data package and ability to produce a data package in an electronic format.~~

~~The Government requires the contractor to use the Department of Defense Quality Systems Manual for Environmental Laboratories, Final Version 2 (DOD-QSM). The DOD-QSM is available at: <https://www.denix.osd.mil> under announcements. Any laboratory performing chemical analysis must be approved by USACE Omaha District. National Environmental Laboratory Accreditation Program (NELAP) certification and USACE laboratory validation are base requirements. The determination of acceptability of the laboratory will be at the discretion of the USACE Project Chemist. If the laboratory fails to meet the project-specific requirements at any time, the USACE Project Chemist may request use of the laboratory be discontinued and analytical services be procured from a laboratory, which can meet project-specific requirements.~~

3.3.3. Volume I, Section III, Tab 3 – Safety and Health Program

The Contractor shall provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of a Site Safety and Health Plan for an HTRW site. For the OE element, the offeror shall provide an example of a Conventional Explosives Safety Submission as described in Data Item Description OE-060 and in the Department of Defense Explosives Safety Board (DDESB) "Guidance for Clearance Plans Memorandum." DID OE-060 can be found at the following web address <http://www.hnd.usace.army.mil/oew/dids.asp>

The Guidance for Clearance Plans Memorandum can be found at the following web address <http://wwwldac.army.mil/es/documents/esslist.pdf>. The offeror may provide a previous site-specific Explosives Safety Submission (ESS) or a generalized non-site-specific ESS. The offeror shall provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA Health Program. The offeror shall also certify that a Certified Industrial Hygienist (CIH) (the CIH should have at least 3 years of site experience in the HTRW and/or OE field) performs the Health and Safety supervision. The offeror shall also provide a list of OSHA violations and reported accidents in the past five (5) years, or so state that there were none.

3.4. Volume I, Section IV - Utilization of Small Business Concerns

3.4.1. Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under the Previous Experience-HTRW Projects paragraphs. As a minimum, the offeror shall provide past performance information on at least three (3) recent (within the last 3 years) contracts and no more than eight (8) recent (within the last 3 years) contracts, which required an approved subcontracting plan and are physically complete. This description shall include as a minimum: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned

small business (WOSB), HUB Zone business (HUB Zone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely.

3.4.2. Volume I, Section IV, Tab 2 - Proposed Subcontracting Opportunities

Large business concerns shall also submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUB Zone business (HUB Zone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.4.3 Volume I, Section IV, TAB 3 – Subcontracting Plan

If the offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION," noted in Section K, the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN, October 2001, as noted in Section I. The goals established for small business, small disadvantaged business, women-owned business, HUB Zone business, Service disabled veteran-owned small business, and historically black colleges/minority institution participation are as follows:

Small Business – 61.4%
Small Disadvantaged Business – 9.1%
Woman-Owned Small Business – 5.0%
HUB Zone Business – 3.0%
Service-Disabled Veteran-Owned Small Business – 3.0%
Historically Black Colleges/Minority Institutions (Higher Education Only) – 10%

The offeror shall provide specific information on proposed subcontracted effort for this project. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror.

3.5. Volume II - Contractor Information And Certifications

3.5.1. Volume II, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company.

3.5.2. Volume II, Tab 2 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

3.5.3. Volume II, Tab 3 – Audit Information

The offeror shall provide the current (within the last year) audit report/ findings/letter and point of contact with phone number or email address from the offeror's Federal Government Cognizant Audit Agency that the offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the offeror shall also provide a statement that the accounting system has not changed since being approved. If the accounting system has changed, the offeror shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(i) and 16.301-3". No award will be made to an offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost-reimbursement contracts to those subcontractors. If no cost-reimbursement contracts will be awarded to any of the prime contractor's subcontractors, the offeror will so state. If cost-reimbursement subcontracts are to be awarded, the offeror shall provide the same required information above from the subcontractors.

The offeror shall submit for themselves and for each proposed cost-reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

3.5.4 Volume II, Tab 4 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information

3.5.4.1. The offeror shall fill out in its entirety Section B. If the offeror has a different job title or if the offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the offeror is instructed to add that job title to the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The rates proposed in this Section B will be the rates that the offeror will use for all firm-fixed price task orders issued within the five (5) year performance period of the contract.

3.5.4.2. Overhead, General and Administrative Costs, FCCOM, and any other cost pools shall be in accordance with the offeror's recent (i.e. within 1 year) audited rates, if available. If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and

will not be required to provide the breakdown of each of their cost pools. If the letter used in Volume II, Section I, Tab 3 contains the same information required here, the offeror shall cross-reference the letter his in Volume II, Section II, Tab 2. If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools. The composition of the base on which the pool is distributed shall also be shown. An example of a general and administrative expense rate computation is listed below and may be used as a guide. Note that the list is not inclusive of all allowable or unallowable costs:

Indirect Salaries	\$ 100,000	
Home Office Salaries	\$ 85,000	
Payroll Taxes	\$ 9,500	
Insurance	\$ 14,500	
Lease	\$ 35,000	
Utilities	\$ 14,000	
Repairs & Maintenance	\$ 6,500	
Interest Expense	-0-	*
Advertising	-0-	*
Office Supplies	\$ 1,500	
Personal Property Taxes	\$ 2,200	
Contributions	-0-	*
Depreciation Office Equipment	\$ 8,500	
Legal Fees	\$ 3,500	
Bad Debts	-0-	*
State Income Taxes	\$ 7,500	
Total G & A Expense	\$ 287,700	
Total Direct Labor	\$3,000,000	
Add Labor Burden @ 35%	\$1,050,000	
Other Direct Costs	\$3,000,000	
Total	\$7,050,000	
Percentage Computation		
G & A Expenses	\$ 287,700	
Base	\$7,050,000	= 4.08%

* Examples of unallowable costs in accordance with FAR Part 31. All costs unallowable by FAR Part 31 should be removed from overhead pools before computation of the submitted rate.

The following definitions are provided to assist with this objective.

DEFINITIONS:	
Direct Costs -	Costs identified specifically with the contract.

Office Labor -	Labor used off the job site in preparing plans, reports, etc.
Field Labor (RT) - Field Labor (OT) –	Labor used during a normal 40-hour week. Overtime Labor
Per Diem -	Food and lodging for temporarily located employees
Office Equipment -	Home office equipment used for contract requirements.
Owned Field Equipment -	Contractor owned equipment used on the job site.
Leased Field Equipment - FOGM -	Rental Equipment used on the job site. Fuel, oil, gas, maintenance, tires and repair of construction equipment
Inventory - PPE - Expendables -	Disposable supplies Personnel Protective Equipment Small field purchases for items used at the job site
Analytical Lab -	Sub-Contract for chemical analysis of samples.
Other Contractor -	Sub-Contract for hauling, well drilling, or other services that are not normally performed by the Contractor.
Miscellaneous Sub-Contract -	Sub-Contract for services such as sample shipments, airfares, rental cars, port-a-johns, etc.

3.6.1. Volume II, Tab 5 – Proposal for Sample Problem

3.6.1.1 The offeror shall provide and clearly describe all assumptions used when developing their cost proposal as though the offeror were submitting a proposal for a new cost-reimbursement fixed-fee construction task order for the sample project in Section J of this solicitation.

3.6.1.2. The individual tasks associated with executing the sample project with all costs should be broken out appropriately. The offeror should apply the actual labor rates on each task and shall include any supplies, materials, travel costs, subcontracting costs, etc., that may be needed to carry out the tasks. The offeror shall provide backup material for their costs proposed (i.e., the team subcontractor(s) or other subcontractors cost proposal(s), quotes for rental equipment from at least three (3) sources, etc.). The offeror will find Service Contract Act and Davis-Bacon Wage Rates provided in Section J to be used as a minimum base rate only. The offeror should use the direct rates it would normally use unless they fall below the wage rates provided in section J. The adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technically proposed method used in the sample problem, will be determined from this information.

The offeror shall include all professional and support effort such as project management, professional service resources and overhead costs. Even though the technical description of the Sample Project in Section J is abbreviated, the cost proposal should represent the requirements for the full work effort. The cost estimate should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs. Direct costs should be detailed by labor, equipment, and material, and should include subcontractor markups, when applicable. All quotations and documentation will be noted in the proposal. Indirect cost categories such as prime contractor's home office and field office overheads and profit should be identified, and appropriate costs included for each in the estimate. Other cost categories such as cost escalation, supervision, and administration, engineering during construction, and Government laboratory Quality Assurance will also be included in the estimate, as appropriate, to form a total project cost for the remedial action. Bonding costs are not required in this proposal.

Your summary roll up cost for the sample project shall be submitted in the format as shown in Section J/Attachment 2 (Table 1).

3.6.1.3. The offeror shall provide a complete breakdown and explanation of how their Fee/Profit is calculated. The offeror shall clearly describe why the Fee/Profit proposed is warranted. This data and information may later form the basis for the Contract Management Procedures (CMPs) to be negotiated with the awardee.

(End of Section L)

Section M – Evaluation Factors For Award

1. SOURCE SELECTION EVALUATION BOARD (SSEB) –

1.1. A Source Selection Evaluation Board (SSEB) will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources, e.g. past performance information. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

1.2. The SSEB will evaluate the proposals submitted and assign a consensus rating for each proposal. Cost information will then be considered on a subjective basis and an overall ranking for each proposal will be established.

2. SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with the requirements of Sections "L", "M", and the Source Selection Plan. The principal objective of the evaluation process is to make award of one (1) Indefinite Delivery/Indefinite Quantity contract to the responsible offeror whose proposal is determined to be the "best value" to the Government. Should the Government determine that the award of a contract is not in the best interest of the Government, the contract award will not take place. A competitive range determination, if necessary, will be determined from the information submitted in the proposals. Exchanges with offerors after receipt of proposal will be in accordance with FAR15.306(a)(b)(d) where applicable. The rating results of the evaluation along with the subjective evaluation of the pricing in a "trade-off" evaluation process will for the basis for award.

3. Source Selection Process -

3.1. SSEB Evaluation - The SSEB will evaluate all conforming proposals received. Notations of weak or unacceptable areas as well as any defects or strong features contained within the proposal will be utilized for development of subjects for discussion and debriefings shall be annotated in the comment sections of the Proposal Evaluation Worksheet. If during evaluation of those proposals by the SSEB, an offer is determined to have a critical defect, that defect will be brought to the immediate attention of the Chairperson. The Chairperson, in conjunction with advice from Office of Counsel and Contracting, will confirm the presence of the critical defect. Any proposal being evaluated, determined to have a critical defect will not be evaluated further. The offer having the critical defect will be forwarded to the SSA and Contracting Officer for review and a determination of elimination from further evaluation and consideration as appropriate.

If determined by the SSA and the Contracting Officer, with the advice of Office of Counsel and contracting advisors, that the offer has a critical defect, the offer will be rejected and the offeror notified of their proposal having a critical defect as soon as practicable. That offeror will then be eliminated from the selection process. ***A "Critical Defect" is defined as a defect that cannot be remedied without a substantial revision or rewrite of the proposal.***

The SSEB will rate each proposal, evaluating each item in the solicitation. All information requested will be evaluated unless the offeror exceeds the page limit parameters. Evaluations of the offers will then be discussed among the SSEB voting members, a consensus reached and recorded. Cost/Price evaluation will consist of analysis performed for the purpose of determining the reasonableness, realism of the price information, and allowability and to assist the Government in determining if the offeror has a clear understanding of the work requirements.

3.2. SSA Evaluation - The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analysis prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs.

4. Evaluation Factors - As established in Sections L and M of the solicitation, the following evaluation factors will form the basis of proposal evaluation. The evaluation factors are listed in descending order of importance with the most important listed first. The past performance project narrative and past performance with regulators are equal to each other in importance. The cost and pricing information found in Volume II will be evaluated separately in accordance with paragraph 4.3. **The total value of non price/cost factors is significantly greater than price/cost factors.**

EVALUATION FACTORS
Listed in Descending Order of Importance with Most Important Listed First; Past Performance Project Narrative and Past Performance with Regulators are equal to each other in Importance
<ul style="list-style-type: none">• Previous Experience – HTRW & O/E Projects: Vol. I, Sec. I, Tab 1• Past Performance Project Narrative with Points of Contact: Vol. I, Sec. II Tab 1• Past Performance with Regulators Including Points of Contact: Vol. I, Sec. II, Tab 2• Resumes of Key Personnel for this Contract: Vol. I, Sec. I, Tab 2• Quality Control/ Quality Assurance Program & Corporate Business Practices: Vol. I, Sec. III, Tab 1• Organizational Structure of the Proposed Team – Vol. I, Sec. I, Tab 3• Laboratory Plan: Vol. I, Sec. III, Tab 2 Deleted by Amendment 2• Safety and Health Program: Vol. I, Section III, Tab 3• Small Business Subcontracting Past Performance: Vol. I, Sec. IV, Tab 1 (Large Business Only)• Proposed Subcontracting Opportunities: Vol. I, Sec. IV, Tab 2 (Large Business Only)• Subcontracting Plan: Vol. I, Sec. IV, Tab 3 (Large Business Only)• Cost Proposal: Vol. II <p>Tab 4 – Section B, Supplies or Services and Prices/Costs Tab 5 – Proposal for Sample Problem Tab 1 – Solicitation, Offer and Award (SF33) Tab 2 – Representations, Certifications and Other Statements of Offerors (Section K) Tab 3 – Audit Information</p>

4.1. Technical merit will be evaluated for each evaluation factor contained in Volume I. Technical merit, which reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP, will be evaluated based on the following:

(i) Excellent: Proposal demonstrates an excellent understanding of requirements and offeror's proposal shows that they have significantly exceeded performance or capability standards. Proposal has exceptional strengths that will significantly benefit the Government. Proposal represents very low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(ii) Good: Proposal demonstrates a good understanding of requirements and offeror's proposal shows that they have exceeded performance or capability standards. Proposal has two or more strengths that will benefit the Government. Proposal represents low risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iii) Satisfactory: Proposal demonstrates acceptable understanding of the requirements and offeror's proposal meets performance or capability standards. Proposal demonstrates one strength that will benefit the Government. Proposal represents moderate risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(iv) Marginal: Proposal demonstrates shallow understanding of requirements and offeror's proposal only marginally meets performance or capability standards for minimal but acceptable contract performance. Proposal has no strengths that will benefit the Government and may have weaknesses that are detrimental to the Government. Proposal represents high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

(v) Unsatisfactory: Fails to meet performance or capability standards. Requirements can only be met with major changes to the proposal. Proposal represents very high risk that the offeror's performance of any work requirements will impact schedule, cost, or performance.

4.2. Offerors that have no relevant past performance record will be given a neutral (~~"satisfactory"~~) rating for this factor.

4.3. The cost/price portion of the proposal for evaluation will be subjectively evaluated allowing for a "best value" analysis of the proposal as a whole using a trade-off process. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

4.4. Overall, evaluators will assess the proposal's acceptability to the requirements of the RFP. Except for past performance project narrative and past performance with regulators, if an evaluation factor/sub factor is not addressed, it will be rated as unsatisfactory. Should the proposal contain a critical defect, the proposal shall be handled as accordance with Paragraph 3.

5. Evaluation Criteria

The Government will evaluate the information submitted in accordance with Section L of the RFP and the Source Selection Plan. The Government will use the criteria evaluation system established in Section L of the RFP. The Evaluation Factors will be ranked in the following order of importance. The Past Performance Narrative factor and the Past Performance with Regulators factor are equal to each other in importance.

5.1. Summary of Previous Experience – HTRW & O/E Projects, Vol. I, Sec. I, Tab 1- The contractor's previous experience will be examined for breadth and depth. The Government places a significant value on experience with state regulations within the military boundaries of each of the Northwestern, ~~North-South Atlantic (Including Puerto Rico), and Great Lakes and Ohio River and Southwestern~~ Divisions. The Government places a higher value on demonstrated remedial action field activities experience, engineering support services experience, ordnance and explosive investigation and removal experience, and experience in developing studies, analyzing impacts, and conducting investigations. The Government places a higher value on projects that employed innovative technology successfully. The Government places a higher value on projects that implemented value-engineering processes to cut design or remediation time and costs for the customer. The Government places a higher value on a demonstrated ability to execute federal work and projects in which the offeror served as the prime contractor. The Government places a higher value on larger projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects. The Government places a

higher value on projects, which required regulatory interface, stakeholder interface, and performance-based milestones. Finally, the Government places a higher value on projects, which were completed on time, within budget, and meets the project objectives.

5.2 Past Performance Project Narrative with Points of Contact: Vol. I, Sec. II, Tab 1 -

The Government will focus on areas covered in the requirements of this proposal including records of conforming to contract specifications, standards of workmanship, adherence to contract schedules, history of reasonable and cooperative behavior with stakeholders, and commitment to customer satisfaction. The Government also places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. Owner/Client Past Performance Survey Forms documenting an excellent performance rating by the contractor on a specific project or telephone interviews with POCs identified in the proposal). The Government also places a higher value on projects, which provided particular difficulty or unique challenges and the innovative methods the contractor used to resolve problems successfully. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral ("satisfactory") rating.

5.3 Past Performance with Regulators Including Points of Contact: Vol. I, Sec. II, Tab 2 – The Government places a significant value on successful working relationships with regulators within the military boundaries of each of the Northwestern, ~~North-South~~ Atlantic (Including Puerto Rico), and ~~Great Lakes and Ohio River-Southwestern~~ Divisions. The Government also places higher value on proposals, which document regulatory compliance, as well as resolution of regulatory issues along with experience with expediting regulatory closure at the project sites. The Government places a higher value on no environmentally reportable incident violations and no environmental notice of violations in the past three years. The Government places a higher value on projects, which document successful outcomes and are supported by outside source confirmation (e.g. telephone interviews with POCs identified in the proposal). If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, or the offeror has no past performance record, the offeror will be given a neutral ("satisfactory") rating.

5.4 Resumes of Key Personnel for this Contract: Vol. I, Sec. I, Tab 2 - The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on key personnel that have a diversity of project experience, education, professional registration and other professional qualifications. The Government places a higher value on personnel that have experience working on Government projects. The Government places the highest value on those personnel that have exceeded the minimum requirements specified in Section L.

5.5 Quality Control / Quality Assurance Program & Corporate Business Practices: Vol. I, Sec. III, Tab 1 - The Government will evaluate this portion of the proposal based on the requirements set forth in Section L. In addition, the Government places a higher value on innovative practices and programs, which have resulted in demonstrated increases in the quality of outputs by offeror in the past.. The Government places a higher value on construction and operational approaches that resulted in demonstrated increases in the quality of the outputs in the past. The Government places a higher value on a QA/QC Program, which demonstrates data quality assurance measures are in place.

5.6 Organizational Structure of the Proposed Team, Vol. I, Sec. I, Tab 3 - The Government places a higher value on an organizational structure, which has demonstrated efficiency in day-to-day operations by exceeding contract milestone schedules, quicker resolution of problems, clear roles and responsibilities, and excellent communication networks, etc. The Government places a higher value on successful organizational relationships, which have been used on other projects. The Government places a higher value on successful organizational structures, which demonstrate tangible benefits resulting in greater customer satisfaction. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with the proposed subcontractors

and laboratory(ies).

5.7

5.7 Laboratory Plan: Vol. I, Sec. III, Tab 2 – ~~The Government requires the contractor to use the Department of Defense Quality Systems Manual for Environmental Laboratories, Final Version 2 (DOD QSM). The Government requires that laboratory plans use the National Environmental Laboratory Accreditation Program (NELAP) certification and USACE laboratory validation as base requirements for any laboratory performing chemical analysis. The Government places a higher value on plans that describe the procedures that will be utilized for real time corrective actions during the sample receipt and analysis process. The Government places a higher value on plans that describe the QA/QC procedures that will be used for chemical sampling, handling, shipping, and testing. The Government places a higher value on proposals that provide a description of the relationship/contractual agreements with proposed laboratories. The government places a higher value on plans in which the laboratories proposed exceeds the requirements and standards for identification of hazardous/OE materials concentrations from samples furnished. The Government places a higher value on plans that describe the laboratory data package and the ability to produce the data package in an electronic format. Deleted per Amendment 2.~~

5.8

5.8 Safety and Health Program: Vol. I, Section III, Tab 3 – The Government places a higher value on innovative practices or programs, which have demonstrated a reduction in Health and Safety accidents on projects managed by the offeror in the past. The Government places a higher value on no accidents or near misses within the last three years. The Government also places a higher value on a Safety and Health Program that includes procedures and requirements for the variety of work proposed under this contract. The Government also places a higher value on a Safety and Health Program, which includes Ordnance and Explosive material identification, handling and disposal.

5.9 Volume I, Section IV – Utilization of Small Business Concerns (Only Large Business will be evaluated on this Section – Small Business Receives Highest Rating)

5.9.1. Volume I, Section IV, Tab 1 – Small Business Subcontracting Past Performance

The Government will evaluate the offeror's utilization of Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUB Zone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB) in past contracts. The Government places a higher value on offerors that met or exceeded contract goals on previous contracts. If the Government does not receive past performance information for the project(s) identified by the offeror and cannot establish a past performance record for the offeror through other sources, the offeror will be given a neutral rating.

5.9.2. Volume I Section IV, Tab 2 – Proposed Subcontracting Opportunities

The Government places a higher value on a proposed subcontracting plan that exceeds the goals established in Section L of this solicitation. The Government also places a higher value on plans, which are more specific in nature as to the proposed subcontracting opportunities for Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), HUB Zone business (HUBZone), historically black colleges and universities and minority institutions (HBCU/MI), and service-disabled veteran-owned small business (SDVOSB). The Government will not award a contract without an approved subcontracting plan.

5.9.3. Volume I Section IV, Tab 3 – Subcontracting Plan

The Government will evaluate this Subcontracting Plan in accordance with AFARS Appendix DD – Subcontracting Plan Evaluation Guide – dated 01 June 1996. the Government will

not award a contract without an approved subcontracting plan.

5.10 Volume II, – Cost Information and Representations, Certifications and Other Statements of Offerors

The cost portion of this evaluation will be subjectively evaluated and a best value analysis of the proposal as a whole performed to determine best value to the Government. Cost analysis will be used, where appropriate, for the purpose of determining the reasonableness, acceptability, allowability, realism, and best value of the proposals. It will assist in assuring that offerors have a clear understanding of the work requirements.

5.10.1. Volume II, Section I, Tab 4—Section B- Supplies or Services & Prices/Costs

The offeror shall fill out in its entirety all of Section B. The information provided by the offeror will be subjectively evaluated along with the cost proposal submitted for the sample project to determine the overall best value to the Government. The offeror shall provide its most recent (within one year) audit information here for review of their cost pools. If the offeror has no recent audit, a breakdown of their cost pools as shown in Section L of this solicitation shall be provided and evaluated here for allowable and unallowable costs. Audit information will be filed in Volume 2/Cost –Tab 3.

5.10.2 Volume II, Section I, Tab 5- Proposal for Sample

The cost proposal will be subjectively evaluated to determine its reasonableness for the scope of work specified in the sample project and assumptions made by the offeror. The Government will evaluate this tab based on how well it has complied with the requirements specified in Section L of this Solicitation.

5.10.3 Volume II, Section I, Tab 1 - SF33, Solicitation, Offer, and Award (Section A)

This tab will not be evaluated. The SF33 shall be filled out completely by the offeror and signed by an official that is authorized to bind the company. The offeror shall also acknowledge all amendments to the solicitation in accordance with the instructions on the Standard Form 30.

5.10.4 Volume II, Section I, Tab 2 - Representations and Certifications (Section K)

This tab will not be evaluated, however the offeror shall fill out completely all representations and certifications in Section K of this solicitation. This tab will be looked at for completeness.

5.10.5. Volume II, Section I, Tab 3 – Audit Information

The Government will review all information provided as required in Section L of this solicitation to determine if the offeror's accounting system is adequate for cost-reimbursable type contracts. The Government will accept the recent (within 1 year) Defense Contract Audit Agency's (DCAA's) or other cognizant audit agency's evaluation furnished in the proposal.

6. Importance of Volumes

The evaluation process uses adjectival scoring for Volume I. Volume II containing the cost information will be subjectively evaluated. **The total value of Volume I (Technical) is significantly greater than total value of Volume II (Cost).**

7. Proposal Revisions

At the conclusion of exchanges (FAR15.306(d), if required, each offeror still in the competitive range shall be given an opportunity to submit a Final Revised Proposal. These proposal revisions shall be received, in writing, at a time and place established by the Contracting Officer.

8. SSEB Evaluation Report

The final SSEB evaluation report will be prepared and briefed to the SSA and the Contracting Officer. This report will include the final consensus rating for each criterion of each offer and documented facts and findings, which support the SSEB recommendation. The report will include an assessment of each offeror's ability to accomplish the requirement. Upon completion of the Final Source Selection Evaluation Board Report, the Chairperson will ensure that SSEB members prepare a detailed lessons-learned report prior to departing. The Chairperson of the SSEB will brief the Final SSEB Evaluation Report to the SSA.

9. Final Ranking

The successful offeror(s) will be selected from the combined results of the evaluation process. The SSA will make the final rankings for final selection process. This ranking will be in descending order from Highest rating to Lowest rating, of all offeror's in the final competitive range if established.

10. Selection Procedure

The SSA will make the final Source Selection decision based on the information provided from the SSEB and the evaluation process and issue a Source Selection Decision Document supporting the selection. The SSA will review the comparative analysis prepared by the SSEB and briefed to him/her by the Chairperson of the SSEB, of those offerors within the competitive range, if one was determined necessary, as well as consideration of price and review of all appropriate documents. If the SSA determines that the comparative analysis does not provide enough information to make a final decision for award, documentation substantiating the decision shall be prepared by the SSA and returned with the comparative analysis to the SSEB for further action.

11. Award of Contract

11.1. The Government intends to evaluate proposals and award a contract without discussions with offerors. The Government reserves the right to conduct discussions in accordance with FAR15.306(d) if the Contracting Officer determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Other exchanges with the contractor will be in accordance with FAR15.306(a) Clarifications and FAR15.306(b) Communications.

11.2. The Government intends to award one (1) contract, not to exceed a total amount of \$75 Million, resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation

criteria established in Sections L, M, and is considered most advantageous to the Government, price and other factors considered. The performance period of the contract shall be a period of five (5) years.

11.3. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

12. Debriefing

12.1. The debriefing of all offerors, successful or unsuccessful, will be conducted in accordance with FAR 15.505 – Pre-award Debriefing of Offerors or FAR 15.506 – Post-award Debriefing Offerors. To the maximum extent practicable, debriefings should occur within five days after receipt of the written request. “Day” for the purposes of debriefing means calendar day, except that the period will run until a day which is not a Saturday, Sunday, or Legal Holiday. A summary of the debriefing shall be included in the official contract file. **Offerors shall be permitted only one (1) debriefing.**

12.1.1. In accordance with FAR 15.505 – Pre-award Debriefing of Offerors - Offerors excluded from the competitive range or otherwise excluded from the competition before award, may have a pre-award debriefing, upon written request for debriefing to the contracting officer within three days after receipt of notice of exclusion from the competition.

12.1.2. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the pre-award debriefing information shall include:

12.1.2.1. The agency’s evaluation of significant elements of the offeror’s proposal;

12.1.2.2. A summary of the rationale for eliminating the offeror from the competition;

12.1.2.3. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the Competition.

12.1.3. The pre-award debriefings shall not disclose

12.1.3.1. The number of offerors;

12.1.3.2. The identity of other offerors;

12.1.3.3. The content of other offerors proposals;

12.1.3.4. The ranking of other offerors;

12.1.3.5. The evaluation of other offerors;

12.1.3.6. Any of the information prohibited in FAR 15.506(e).

12.2. In accordance with FAR 15.506 – Post-award Debriefing of Offerors - Offerors, upon written request received by the contracting officer within three days after receipt if notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

12.3. The Contracting Officer will chair debriefings with individuals that performed the evaluations providing support. At a minimum, the debriefing information shall include:

12.3.1. The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

12.3.2. The overall evaluated cost or price and technical rating, if applicable of the debriefed offeror, and past performance information on the debriefed offeror;

12.3.3. The overall ranking of all offerors when any ranking was developed by the agency during the source selection;

12.3.4. A summary of the rationale for award;

12.3.5. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

12.4. The debriefings shall not;

12.4.1. Allow a point-by-point comparison of the debriefed offeror's proposal with those of other offerors

12.4.2. Reveal any information prohibited from disclosure or exempt from release under the Freedom of Information Act to include:

12.4.2.1. Trade Secrets

12.4.2.2. Privileged or Confidential manufacturing processes or techniques;

12.4.2.3. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;

12.4.2.4. The names of individuals providing reference information about an offeror's past performance.

12.5. When practicable, debriefing requests received more than three days after the offeror receives notice of contract award shall be accommodated. A Contracting Representative and the Chairperson of the SSEB will schedule the debriefing(s). Release of source selection information after award will be the responsibility of the Contracting Division in conjunction with the Office of Counsel.

Note: Due to limited space available, the contractor should limit the number of attendee's at the debriefing to four (4) or fewer.

(End of Section M)